

**Title: Instrument End-of-Sale/End-of-Life Policy**

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## Purpose/Scope

This Instrument End-of-Sale/End-of-Life Policy covers instruments that Illumina no longer offers for sale and that are designated as End-of-Sale (“EOS”) or End-of-Life (“EOL”). The Policy provides key End-of-Sale and End-of-Life milestones and specifies levels of Service and Support for End-of-Life instruments.

## Definitions

<b>Term</b>	<b>Definition</b>
Instrument Consumables	Non-durable products consumed as part of their intended use (e.g., instrument reagents, flow cells). Consumables are designed for use with a specific instrument.
Billable Services	Services provided on a labor, travel, and materials cost basis.
Instrument	Illumina branded field asset; a durable, top-level unit (e.g. MiSeq™, NextSeq™, HiSeq™, NovaSeq™, iScan™)
End-of-Life (EOL) Instrument	An instrument that Illumina no longer offers for sale and for which Illumina has publicly announced obsolescence plans.
End-of-Sale (EOS) Instrument	An instrument for which Illumina is no longer accepting new orders and that is not currently included on Illumina’s price list. End-of-Sale is typically the first step in the End-of-Life process.
End-of-Service Life (EOSL) Date	The last day Illumina will provide Service and Support for the instrument.
Leased Instrument	An Illumina instrument that currently is under a lease from a Leasing Partner.
Leasing Partner	A third party that provides lease financing for instruments sold by Illumina.
Services	Repairs and maintenance provided under a service contract or as Billable Services.
Support	Technical support, software updates, and sale of Instrument Consumables.

# Policy

## 1 Policy Statement

End-of-Life (EOL) is the formal retirement program for a specific instrument that describes Service and Support from when the instrument is discontinued (no longer sold) to obsoleted (no longer supported). The EOL process generally begins with an End of Sale (EOS) announcement, followed by End of Life (EOL), and End of Service Life (EOSL):

- **End of Sale (EOS):** The End of Sale date is the last day to order the product
- **End of Life (EOL):** indicates product is formally discontinued and at the end of its useful life
- **End of Service Life (EOSL):** End of Service Life date is the last day Illumina will provide Service and Support for the product

Products reach the end of their product life cycle for many reasons, including evolving market demands, technology innovations, manufacturing capabilities, component availability, availability of consumables, and product replacement. Additionally, the high overhead costs involved with manufacturing, inventorying, and supporting instruments are a factor in end-of-life planning. Illumina is committed to offering the highest-quality products, which sometimes requires streamlining its portfolio.

Illumina understands that, when an instrument reaches its end of life stage, customers may have concerns as to how the instrument will be supported. This policy provides customers with an explanation of the End-of-Sale/End-of-Life processes for Illumina's instruments. For the reasons stated above, Illumina may place any product into the End-of-Life process at any time. Illumina will use commercially reasonable efforts to follow the standard policy outlined below but may elect to accelerate or modify the process for specific products.

## 2 Typical End-of-Sale/End-of-Life Milestones

**End-of-Sale Notice:** Illumina will provide notice to its customers that it intends to discontinue sales of an instrument as of a specific End-of-Sale date. Product-specific End-of-Sale information also may be available on the product webpages on the Illumina website ([www.illumina.com](http://www.illumina.com)). The End-of-Sale date typically will be two (2) to six (6) months after the End-of-Sale notice date for Research Use Only (RUO) instruments and a minimum of six (6) months after the End-of-Sale notice date for Diagnostic (Dx) instruments.

**End-of-Sale Date:** After this date, End-of-Sale instruments will not be available for purchase. Notwithstanding the forgoing, Illumina may continue to accept orders if it has stock of such products and it is commercially viable to do so; however, such offers will only be made in accordance with either this End-of-Sale/End-of-Life policy or such other terms as Illumina may advise the customer.

**End-of-Life Notice:** Illumina will provide notice to its customers that the instrument is End-of-Life. End-of-Life notices typically are provided six (6) months after the End-of-Sale date, though less than six (6) months may elapse between the End-of-Sale date and the End-of-Life notice in certain circumstances. End-of-Life notices typically take the form of a product notification; the End-of-Life information typically also is posted on the product webpage on the Illumina website ([www.illumina.com](http://www.illumina.com)). The notice will include an End-of-Life date.

During the End-of-Life period (after the End-of-Sale notice date but before the End-of-

Service-Life date), Illumina will use commercially reasonable efforts to continue to provide Service and Support for the End-of-Life instrument. Illumina will continue to supply and support Instrument Consumables for the End-of-Life instruments through the End-of-Life period. However, if demand is low and/or availability of materials is limited, Illumina may discontinue any individual Instrument Consumable kit(s) at any time before the End-of-Service-Life date. In such circumstances, Illumina will issue a product notification for the impacted Instrument Consumable kit(s).

**End-of-Service-Life (EOSL) Date (also called End-of-Life Date):** Illumina will continue to provide Service and Support for End-of-Life instruments through the End-of-Service-Life date. After this date, Illumina will not provide Service or Support for the End-of-Life instrument. The End-of-Service Life date typically will be five (5) years after the End-of-Life notice date for RUO and Dx instruments but may be shorter if deemed appropriate. Illumina may extend the End-of-Service-Life date in its sole discretion on a case-by-case basis if it is commercially viable to do so.

Service contract offers are subject to price increases from the End-of-Life notice date. Illumina will prioritize Service to customers with valid service contracts. Service contracts generally may be renewed at any time up to twelve (12) months before the End-of-Service-Life date, so long as there is no lapse in coverage. Service contracts that have not been renewed or have lapsed are not renewable. All service contracts will expire at the end of business on the End-of-Service-Life date and will not be valid thereafter. If a service contract ends after the End-of-Service-Life date, Illumina will prorate the contract and provide credit for any remaining balance upon request.

Illumina will use commercially reasonable efforts to provide spares or replacement parts for End-of-Life instruments as required. However, Illumina cannot guarantee the availability or lead time for the supply of replacement parts. If an instrument cannot be repaired, Illumina will prorate the cost of the current associated service contract (if applicable) from the problem report date and credit any remaining balance towards other Illumina products and/or services. All technical support will expire at the end of business on the End-of-Service-Life date.

Generally, software updates will be available during the End-of-Life period, however, Illumina does not commit to providing additional software releases for an End-of-Life instrument and does not guarantee that future software releases will be compatible with End-of-Life instruments.

### 3 Pre-Owned End-of-Sale/End-of-Life Instruments

Illumina instruments that are End-of-Sale or End-of-Life generally are not eligible for Support or Services upon resale, except by approval of the Regional General Manager. Approval will only be granted in extraordinary circumstances.

Pre-owned End-of-Sale or End-of-Life instruments are not eligible for service contracts, except (1) when the resale involves only a legal transfer of title and does not involve physical relocation of the instrument (e.g. when a lessee buys out a Leased Instrument and does not physically move the instrument, or when the transferor is in bankruptcy and the instrument remains in the same physical location); or (2) the instrument is transferred in connection with the acquisition of a company (or division of a company) or a merger between two companies.

In evaluating requests to provide Billable Services and Instrument Consumables for pre-owned End-of-Sale or End-of-Life instruments, Illumina may consider criteria including, but not limited to: the model, age and condition of the pre-owned instrument; availability of replacement parts; the region(s) where the seller and the buyer are located; the seller's compliance with Illumina's terms and conditions;

customer purchase volumes; existing install base at the customer site; the business need for the instrument; whether the transfer involves only a legal transfer of title and does not involve physical relocation of the instrument (e.g., when a lessee buys out a Leased Instrument or when the instrument is purchased as part of a bankruptcy action); whether the instrument was purchased in connection with the acquisition of a company (or division of a company) or a merger between two companies; and/or local laws and regulations. Illumina will not refuse to support an instrument solely because it was the subject of a third-party resale.

Upon approval, Illumina will use commercially reasonable efforts to provide Billable Services and Instrument Consumables for pre-owned End-of-Sale or End-of-Life instruments through the End-of-Service-Life date. Billable Services and Instrument Consumables may not be available depending on the availability of components and other factors. Billable Services may be subject to price increases from the End-of-Life Notice date. Illumina reserves the right to prioritize service of instruments under service contract. Illumina does not guarantee that a pre-owned End-of-Sale or End-of-Life instrument can be restored to operability.

Before purchasing a pre-owned instrument from or selling a pre-owned instrument to a third party, be sure to check with your local Illumina sales rep to ensure the instrument is currently on the active price list. In addition, product-specific End-of-Sale/End-of-Life information typically is posted on the product page on Illumina's website ([www.illumina.com](http://www.illumina.com)).

## Release History

Version	ER #	Description of Change
00	ER 1039308	Initial Release